



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Contracts for Professional Services for Freedman, Tung & Bottomley and Mundie & Associates for the City Revitalization Program

**MEETING DATE:** February 16, 1994

**PREPARED BY:** City Manager

**RECOMMENDED ACTION:** That the City Council approve the attached contracts for professional services for the urban design firm of Freedman, Tung & Bottomley (FTB) and for the land use and economics firm of Mundie & Associates.

**BACKGROUND INFORMATION:** The City has hosted four public workshops with downtown revitalization strategies and grand boulevard/city entrances as the main topics. The workshop process began in September, 1993, with the first symposium attracting approximately 100 attendees. Since that first meeting, momentum has been building for the City to embark on a Master Plan for Downtown and a beautification program for Cherokee Lane.

The City is beginning to see an increase in vacancies in the downtown area. The vacancies amount to a tremendous amount of square footage which will continue to have a negative impact on the existing businesses in downtown. Existing businesses in the downtown area are extremely concerned about the future of Lodi's "heart of the City."

Michael Freedman, Principal of Freedman, Tung & Bottomley, has met with City officials and staff and has presented workshop sessions for the public. Mr. Freedman's ideas and suggestions for downtown revitalization have been met with much interest and enthusiasm by those who have had the opportunity to hear him or speak with him at the various workshops. Freedman, Tung & Bottomley has a successful track record for downtown improvements; one of which is Castro Street in Mountain View. Exhibit A is a summary of notes from the January 31, 1994 Scope of Services workshop as presented by Mr. Freedman. FTB's Scope of Work for a Central City Revitalization Program (Exhibit B) will not exceed \$81,131 unless the City requests additional services not included in the Scope of Work.

APPROVED

THOMAS A. PETERSON  
City Manager



Approve Contracts for Professional Services for Freedman, Tung & Bottomley and  
Mundie & Associates for the City Revitalization Program  
February 16, 1994  
Page Two

Suzanne Lampert, Vice President of Mundie and Associates, submitted a proposal (Exhibit A) to the City of Lodi for their services in association with FTB. FTB works with Mundie & Associates on a regular basis and often contracts for their services. Ms. Lampert will assist Mr. Freedman in the Marketing Analysis and Financing Strategy for the Central City Revitalization Program. Mundie & Associates costs will not exceed \$18,000 unless the City requests additional services.

FUNDING: Hotel-Motel Tax

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thos. A. Peterson", written over a horizontal line.

Thomas A. Peterson  
City Manager

Prepared by Janet S. Keeter  
Administrative Assistant to the City Manager

TAP:br

Attachments

Jennifer Perrin  
City Clerk

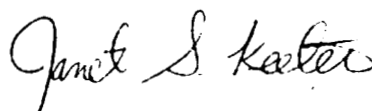
February 16, 1994

The Honorable Mayor and  
Members of the City Council

Please refer to the attached packet of information regarding the Freedman,  
Tung & Bottomley and Mundie & Associates item on tonight's agenda.

At the time the Council Packet was distributed, the attachments and exhibits  
did not coincide with the text of the Council Communication.

Thank you.



Janet S. Keeter  
Economic Development Coordinator



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Michael Freedman, Principal of Freedman, Tung & Bottomley, has met with City officials and staff and has presented workshop sessions for the public. Mr. Freedman's ideas and suggestions for downtown revitalization have been met with much interest and enthusiasm by those who have had the opportunity to hear him or speak with him at the various workshops. Freedman, Tung & Bottomley has a successful track record for downtown improvements; one of which is Castro Street in Mountain View. Attachment A is a summary of notes from the January 31, 1994 Scope of Services workshop as presented by Mr. Freedman. FTB's Scope of Work for a Central City Revitalization Program (Exhibit A) will not exceed \$81,131 unless the City requests additional services not included in the Scope of Work.

APPROVED. \_\_\_\_\_

THOMAS A. PETERSON  
City Manager



recycled paper

Approve Contracts for Professional Services for Freedman, Tung & Bottomley and  
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February 16, 1994  
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Thomas A. Peterson  
City Manager

Prepared by Janet S. Keeter  
Administrative Assistant to the City Manager

TAP:br

Attachments

**"CENTRAL CITY  
REVITALIZATION PROJECT"  
January 31, 1994**

***Presented by Michael Freedman of Freedman, Tung, and Bottomley (FTB) and  
Suzanne Lampert of Mundie and Associates***

**Presentation Notes by Mr. Freedman:**

Project area consists of Downtown, Cherokee Lane, and the neighborhood between Downtown and Cherokee Lane. .

Mr. Freedman described the process of accomplishing the 55 tasks as listed in his Scope of Services (see attached Proposed Project Schedule). The process consists of gathering information from City staff about the project area (including maps and demographics), holding a series of work study sessions with the Community, the City Council, and City staff. FTB then analyzes and proposes recommendations to the Council.

Financing strategies and options will be studied by Mundie and Associates in cooperation with FTB. Financing strategies will be used to project future revenues for project costs. Mundie and Associates will also conduct a Market Analysis to determine the City's business patterns and how Lodi's market economics work.

City needs to make a \$2-\$3 million dollar commitment to the Central City Revitalization Project for implementation of FTB recommendations.

The final document will include:

- 3-4 recommendations for the City to implement immediately,
- policy change recommendations,
- key capital improvement projects,
- a Design Concept for Cherokee Lane, and
- a Central City Revitalization Program Document.

**Questions and Concerns by Members of the Public:**

What will be the role for LDBA and Chamber in the Revitalization project?

- Workshop participation
- Possible creation of a special Task Force

Who pays the \$2-\$3 million for anticipated improvements?

- Financing strategy package will explore options and provide recommendations
- Actual Central City Revitalization Program by FTB will cost \$81,131 and Financing Strategy by Mundie and Associates will cost approximately \$18,000.

**Who will work on project from FTB?**

- Michael Freedman will take the lead on the project and will conduct all staff meetings, public workshops, and study sessions. He will bring staff to assist.

**What is FTB's workload?**

- Each partner takes on only 4 projects annually

**What is the project time-line?**

- The project will be completed by late August with a March 1, 1994 start-up date

**What type of recommendations will be made for the neighborhood between Downtown and Cherokee Lane?**

- Medium to long-term benefits will be recommended for neighborhood; however, Mr. Freedman has no pre-conceived ideas without first touring and studying the area.
- Short to long-term benefits for Downtown and Cherokee Lane

**Does FTB help attract new businesses?**

- No, but Mundie and Associates will conduct a Market Analysis

**What is the projected time-frame from start to finish of a revitalization effort?**

- 5-7 years is optimal

**Will the City invoke eminent domain to revitalize?**

- FTB does not recommend eminent domain. This is Redevelopment Agency issue which was discussed by Bill Carlson of the California Redevelopment Authority.

**How do neighborhood businesses fit into the revitalization schemes?**

- Depending on the business type, some businesses will benefit the community by remaining in their original location (grocery stores), however, other business types such as auto repair shops would be better off on a commercial row with other "like" businesses.

**An Industrial Revitalization is a possible way to bring people and traffic to Cherokee Lane (comment by Frank Winston, Comfort Inn Manager)**

**Business growth on the outskirts of town is killing Downtown**

- Downtown shouldn't compete with big box retail, but should be trying to take advantage of increased traffic brought to Lodi by big box retailers.

**General discussion regarding the potential move of J.C. Penney's from Downtown to Kettleman Lane and the impact of big box retailers on Downtown merchants.**

**Keep the big box retail separate from specialty stores (restaurants, services, . . .)**

**Downtown can offer incentives to customers in addition to personal service**

Lodi Avenue is on the edge of Downtown but on the way to Downtown. It will eventually feel the economic benefit from a revitalized Downtown.

Directions and signage leading to Downtown are a big problem. Where's Downtown?

Politically difficult to legislate the prohibition of small businesses moving to the "big box" retail areas.

Homeless shelter issue. Rather than kick the homeless out, make it a more attractive area so that the homeless will be outnumbered. The rents will go up, vacancy rates will be down, and it will be a safer area.

Parking issue, or a parking management problem?

- Most communities assume that they have a parking problem, yet it is usually a parking management issue. Employees take the good parking spaces.

The City is in the process of revising and adopting a new sign ordinance. Would it be better to wait until the Master Plan is complete? Also, the ordinance is City-wide and does not take into consideration districts or special areas of the City. Is this recommended?

- It would be better for FTB if the City holds off on the sign ordinance because FTB will in all probability suggest changes.
- It is advisable to consider incorporating a Downtown element which will be different from the rest of the City or parts of the City (Downtown as opposed to Cherokee Lane)

What is the most difficult aspect of a revitalization effort?

- Implementation of final recommendations

At what point during the study will the businesses know the costs?

- During the Financing Strategy

Is sales tax revenue an indicator of a successful Downtown revitalization?

- No, Downtown will never be a money-maker for the City. It is the heart of the community and a place to be proud of as a destination point. It is not like going to a mall or a strip center.

## PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made by and between FREEDMAN TUNG & BOTTOMLEY, a California sole-proprietorship, whose address is 47 Kearny Street, Suite 500, San Francisco, California, 94108 (hereinafter referred to as "CONSULTANT") and the City of Lodi, City Hall, 221 W. Pine Street, Lodi, California, 95240 (hereinafter referred to as "CLIENT").

## RECITALS

- A. CLIENT is in the process of evaluating various district revitalization possibilities (hereinafter referred to as the "Project") and is in need of the special expertise of CONSULTANT, and for this purpose is retaining CONSULTANT to provide urban design and urban planning services.
- B. CONSULTANT has agreed to provide such urban design and urban planning services in order to assist CLIENT in establishment and implementation of a Central City Revitalization Program. The geographic area(s) which CONSULTANT will study under this AGREEMENT is Downtown, Cherokee Lane, and the neighborhood in between Downtown and Cherokee Lane (hereinafter referred to as the "STUDY AREA").

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants and conditions herein, the parties agree as follows:

1. CONSULTANT Responsibilities. Upon request by the CLIENT, CONSULTANT shall provide to CLIENT professional planning, urban design and other related CONSULTANT services in accordance with the terms of this AGREEMENT, as set forth herein and in EXHIBIT "A", Scope of Services, and EXHIBIT "B", CONSULTANT Fee and Compensation Schedule. The services set forth in EXHIBIT "A" are the Basic Service of this AGREEMENT. Services other than those set forth in EXHIBIT "A" are ADDITIONAL SERVICES.
2. CLIENT Responsibilities. Unless otherwise specified in this AGREEMENT or in a Work Order signed by CLIENT AND CONSULTANT, CLIENT shall be responsible for the following:
  - a. Providing to CONSULTANT base data including maps, planning information, civil engineering, and geotechnical, hydrologic, utility, market, shopper, merchant, or any other relevant surveys. CLIENT acknowledges that CONSULTANT will be entitled to rely on the accuracy of all information supplied to it by CLIENT.
  - b. Organization and coordination of City Council, Redevelopment Agency, and any other public meetings and presentations.
  - c. Assistance in the evaluation of the fiscal implications of proposals.
  - d. Coordination between the CONSULTANT and development/ design teams on other projects within the STUDY AREA.
  - e. Coordination with other related agencies and entities.
3. CLIENT Project Representative. The CLIENT shall designate in writing a person to act as CLIENT's representative with respect to the CONSULTANT's services to be performed under this AGREEMENT; and such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to services covered

## PROFESSIONAL CONSULTING SERVICES AGREEMENT

Page 2

by this AGREEMENT.

4. CONSULTANT Principal in Charge. It is agreed and understood by CLIENT and CONSULTANT that Michael Freedman will be the Principal in Charge of the work set out in EXHIBIT "A". Any change in the Principal in Charge shall be subject to approval by the CLIENT.
5. Subconsultants. As provided in EXHIBIT "A" CONSULTANT may utilize the services of subconsultants (such as market, traffic and/or engineering consultants) to undertake specific work tasks. Fees for services provided by subconsultants, identified in EXHIBIT "A", shall be compensated as set forth in EXHIBIT "B".
6. Termination of Contract With or Without Cause. This AGREEMENT may be terminated at any time by either party upon giving seven (7) days notice in writing.
7. CONSULTANT Participation in Private Projects. CONSULTANT agrees that it shall not participate in private development projects in the STUDY AREA during the term of this AGREEMENT without obtaining prior written approval from CLIENT.
8. Licenses, Permits, etc. CONSULTANT represents and warrants to CLIENT that it has all licenses, permits, qualifications and approvals which are required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to CLIENT that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this AGREEMENT any licenses, permits, and approvals which are required for CONSULTANT to practice its profession.
9. Time. CONSULTANT shall devote such time to the performance of services pursuant to this AGREEMENT as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this AGREEMENT.
10. Independent CONSULTANT. CONSULTANT and CLIENT agree that CONSULTANT is an independent contractor with respect to CLIENT and that the provisions of this AGREEMENT are not intended to create the relationship of employer/employee between CLIENT and CONSULTANT.
11. CONSULTANT Not An Agent. Except as set forth in this AGREEMENT or as CLIENT may specify in writing, CONSULTANT shall have no authority, express or implied, to act as an agent on behalf of CLIENT or to bind CLIENT to any obligation.
12. Assignment Prohibited. CLIENT and CONSULTANT, respectively, bind themselves, their officers, partners, employees, heirs, successors, assigns and legal representatives to the other party to this AGREEMENT and to the officers, partners, employees, heirs, successors, assigns and legal representatives of such other party with respect to each and every covenant of its AGREEMENT. Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any interest or obligation in this AGREEMENT without the written consent of the other.
13. Personnel. In the event that CLIENT, in its sole discretion, at any time during the term of this AGREEMENT, desires the removal of any of CONSULTANT's personnel CONSULTANT shall immediately upon receiving notice from CLIENT of such desire remove such person(s) from the Project.

14. Standard of Performance. CONSULTANT shall perform all services required pursuant to this AGREEMENT in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All instruments of service that CONSULTANT delivers to CLIENT pursuant to this AGREEMENT shall be prepared in a professional and workmanlike manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.

15. Insurance. The CONSULTANT shall obtain and maintain during the period of this AGREEMENT public liability and property damage insurance as follows:

PUBLIC LIABILITY:	\$1,000,000
PROPERTY DAMAGE:	\$1,000,000

16. Governmental Regulations. To the extent that this AGREEMENT may be funded by fiscal assistance from another governmental entity, CONSULTANT shall comply with applicable rules and regulations to which CLIENT is bound by the terms of such fiscal assistance program. CLIENT agrees to provide CONSULTANT with such rules and regulations.

17. Changes to Scope of Work. No substantial changes, as determined by CONSULTANT, in the scope of work as described in EXHIBIT "A" shall be made without prior written approval of both CLIENT and CONSULTANT. Changes in the scope of work resulting in ADDITIONAL SERVICES will be reimbursed at CONSULTANT's hourly billing rates as set forth in EXHIBIT "B", or as set forth in an executed Work Order. CONSULTANT shall also be reimbursed for its REIMBURSABLE COSTS, as set forth in EXHIBIT "B".

18. Time of Performance. The services of CONSULTANT are to commence no later than five days after execution of this AGREEMENT. No written notice to commence work will be required. CONSULTANT agrees to carry out the work as expeditiously as is consistent with appropriate professional procedures.

19. Mediation. Claims, disputes or other matters in question between the parties to this AGREEMENT arising out of or relating to this AGREEMENT or breach thereof, shall be subject to mediation conducted under the auspices of a recognized neutral third-party professional mediation service, in a good faith effort to negotiate a resolution of the dispute, prior to undertaking any legal action. The selection of the mediation service shall be acceptable to the parties and the cost of the mediation service shall be borne equally by the parties.

20. Legal Action. The CONSULTANT shall be compensated for any time involved in any legal action, where CONSULTANT is not a party, for preparing to serve or serving as a witness, at the request of or on behalf of CLIENT in connection with CONSULTANT's work under this AGREEMENT. Such compensation shall be in addition to the maximum fee specified in this AGREEMENT.

21. Ownership and Use of Plans, Reports and Other Documents. The CLIENT acknowledges that the CONSULTANT's plans, reports and other documents are instruments of professional services for use solely with respect to this Project. The plans, reports and other documents prepared under this AGREEMENT shall become the Property of the CLIENT upon completion of

## PROFESSIONAL CONSULTING SERVICES AGREEMENT

Page 4

this Project and upon payment of all amounts due the CONSULTANT. The CONSULTANT, however, shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright.

Should the CLIENT or any other person, firm or legal entity use, reuse or modify the CONSULTANT's plans, reports or other documents prepared under this AGREEMENT, for other than the CLIENT's use in completing the Project, the CLIENT agrees to indemnify, defend and hold the CONSULTANT harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of such unauthorized use, reuse or modification of the CONSULTANT's plans, reports and other documents, except where the CONSULTANT is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

22. Hazardous Materials. The CONSULTANT and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

23. Responsibility for Construction Means. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project. The CONSULTANT shall not be responsible for the Contractor's schedules or failure to carry out its duties. The CONSULTANT shall have no control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person performing portions of the Work.

24. Hold Harmless. The CONSULTANT shall hold the CLIENT harmless from all claims of third persons for damages arising out of the sole negligent acts or omissions of the CONSULTANT and its agents.

25. Attorneys' Fees. Should any legal proceeding, including mediation, be commenced between the parties to this AGREEMENT seeking to enforce any of its provisions, including, but not limited to, the fee provisions set forth in EXHIBIT "B", the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

26. Governing Law. This AGREEMENT shall be governed by the law of the State of California.

27. Third Parties. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.

**PROFESSIONAL CONSULTING SERVICES AGREEMENT**

**Page 5**

28. **Entire Agreement.** This AGREEMENT, which includes EXHIBITS "A" and "B", represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CLIENT and CONSULTANT. If any term, provision or condition of this AGREEMENT is held to be invalid, void or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, this AGREEMENT is executed by FREEDMAN TUNG & BOTTOMLEY and by the City of Lodi.

Dated: \_\_\_\_\_

FREEDMAN TUNG & BOTTOMLEY

Dated: \_\_\_\_\_

CITY OF LODI

By \_\_\_\_\_

By \_\_\_\_\_

**FREEDMAN  
TUNG &  
BOTTOMLEY****Urban Design & Planning  
District Revitalization  
Street & Plaza Design****VIA FAX**

December 16, 1993

Ms. Janet Keeter  
Economic Development Coordinator  
City of Lodi  
221 West Pine Street  
Lodi, California  
FAX#: (209)333-6807

Re: Central City Revitalization Program - Scope of Services

Dear Janet:

We are pleased to enclose our Scope of Services to assist the City with the preparation of a Central City Revitalization Program. As we discussed, the Scope reflects your preference to include the Downtown Core, the Cherokee Lane corridor, and the downtown neighborhood between downtown and Cherokee Lane.

The primary products of this project will be as follows:

1. *A Community Workshop Process* - including four public workshops, four meetings with City Staff, and two Council Study Sessions.
2. *A Central City Revitalization Strategy* - that will include recommended policy changes, key capital improvement projects and City actions and/or programs needed for revitalization of the Central City area. Revitalization strategies will also be developed for Downtown and Cherokee Lane. We will address the long-term benefit of the overall program on the residential area located between Downtown and Cherokee Lane.
3. *A Design Concept for Cherokee Lane* - that will improve the visual appearance of the thoroughfare and help to stimulate new investment there.
4. *A Downtown Catalyst Project* - To implement the highest priority actions identified in

47 Kearny Street  
Suite 500  
San Francisco, CA  
94108-5522  
415 291 9455

the revitalization strategy for Downtown, the concept design for a "catalyst project" will be completed. This will define the most effective means for focused public investment to stimulate private investment in the Downtown district.

5. *A Central City Revitalization Program Document* - will be prepared that represents the completion of the entire concept development phase of the Central City Revitalization effort. The Program document will describe all recommended strategies, design and planning concepts developed during the project. It will contain all drawings and diagrams produced during the project, and will reference all workshop products.

The objective of the Central City Program will be for City Council to approve (in concept) the contents of the Program document and direct City Staff to implement the highest priority program elements identified as next steps in the process.

At your request we have also directed Suzanne Lampert of Mundie & Associates to prepare a Scope of Services for the preparation of a Central City Revitalization Program Financing Strategy. Their Scope will address the pros and cons of establishing a Redevelopment district, consider the relationship of the Central City effort to major commercial development in other areas of the City, and will also include some time to collaborate with us in a meeting or two on our assessment of market opportunities and constraints for the study area; Task #5 in our scope represents a brainstorming session with Mundie & Associates. Since I am going to be on vacation during Christmas and New Years (Dec 20 through Jan 4), I have asked Suzanne Lampert to submit her Scope directly to you. If it meets with your approval, and if the project budget is acceptable, I will review their proposal when I return.

If you have any questions, or if you would like us to re-scope a project with different boundaries, or with modified services, please call Terry Bottomley at our office.

Wishing you and the folks out there the best this Holiday Season,



Michael Freedman

**Central City Revitalization Program**  
**Freedman Tung & Bottomley**  
**Michael Freedman**  
as of 12/17/93 8:00am

**Dates**

Scheduled Start:	1/10/94 8:00am	Scheduled Finish:	7/6/94 4:00pm
Planned Start:	NA	Planned Finish:	NA
Actual Start:	NA	Actual Finish:	NA
Start Variance:	0d	Finish Variance:	0d

**Duration**

Scheduled:	127.88d	Remaining:	127.88d
Planned:	0d	Actual:	0d
Variance:	127.88d	Percent Complete:	0%

**Work**

Scheduled:	742.5h	Remaining:	742.5h
Planned:	0h	Actual:	0h
Variance:	742.5h	Percent Complete:	0%

**Costs**

Scheduled:	\$81,131.00	Remaining:	\$81,131.00
Planned:	\$0.00	Actual:	\$0.00
Variance:	\$81,131.00		

**Task Status**

Tasks not yet started:	57
Tasks in progress:	0
Tasks completed:	0
Total Tasks:	57


























**Resource Status**

Resources:	15
Overallocated Resources	0
Total Resources:	15

**Notes**

Assist the Lodi community to develop a shared vision for the future of the Central City area. Work with the public, elected officials, and City Staff to develop a strategy to achieve economic and physical revitalization, and define an action plan that serves as a road map for a focused revitalization effort. Overall, complete the conceptual phase of the Central City Revitalization effort, and publish a program document for community review.

# Central City Revitalization Program Proposed Project Schedule

ID	Task	January	February	March	April	May	June	July	August
1	Collect and Review Background Information								
2	Rev existing land use & development info								
3	Rev circulation, traffic, transit & parking info								
4	Rev Public facilities & improvements info								
5	Analysis of market opportunities & constraints								
6	Prepare Base Maps (receive aeriels & zoning map from City)								
7	Site Reconnaissance & Photography								
8	Define Central City Problems & Opportunities								
9	Existing Conditions Analysis Diagram								
10	Architectural Context Diagram								
11	City Staff Meeting & Public Workshop #1 - Central City								
12	City Staff Meeting (day)								
13	Public Workshop (evening)								
14	Develop Recommended Revitalization Strategies								
15	Downtown Revitalization Strategy								
16	Cherokee Lane Revitalization Strategy								
17	Overall Dntn Neighborhood Revitalization Strategy								
18	Prepare Revitalization strategy diagrams								
19	City Staff / Public Workshops #2 - Central City								
20	Meeting w/ City Staff (day)								
21	Public Workshop (evening)								
22	Modifications/Refinements								
23	Modify Revitalization Strategy								
24	Modify Community Design Framework								
25	Joint City Council / Planning Commission Study Session								

Project: Central City Revitalization Prc  
Date: 12/17/93

Critical



Progress



Summary



Noncritical



Milestone



Rolled Up



# Central City Revitalization Program Proposed Project Schedule

ID	Task	January	February	March	April	May	June	July	August
26	Develop Cherokee Lane Design Concept								
27	Base Maps								
28	Review City Design Standards								
29	Develop Design Concept								
30	Streetscape Concept								
31	Gateway Feature Concept								
32	Prepare design concept sketches								
33	Typical Plan								
34	Typical Section								
35	Gateway Feature (elevation)								
36	Perspective Sketch								
37	City Staff / Public Workshops #3 - Cherokee Lane								
38	Meeting w City Staff (day)								
39	Public Workshop (evening)								
40	Downtown Downtown Catalyst Project								
41	Additional Base Information								
42	Develop Design/Plan Concept								
43	Typical Plan & Section								
44	Perspective Sketch								
45	City Staff / Public Workshops #4 - Downtown								
46	Meeting w/ City Staff (day)								
47	Public Workshop (evening)								
48	Prepare Construction Cost Estimates								
49	Coordinate with Financing Strategy Consultant								
50	Prepare Central City Revit Program Document								

Project: Central City Revitalization Pr  
Date: 12/17/93

Critical  
Noncritical

Progress  
Milestone

Summary  
Rolled Up

**Central City Revitalization Program  
Proposed Project Schedule**

ID	Task	January	February	March	April	May	June	July	August
51	Draft Text						■		
52	Graphics: Photorepro coord & paste-up						■		
53	Format Text						■		
54	Orchestrate document production								
55	City Council Study Session								

Project: Central City Revitalization Prc  
Date: 12/17/93

Critical



Progress



Summary



Noncritical



Milestone



Rolled Up



City of Lodi  
Central City Revitalization Program  
Project Tasks Task Budgets

ID	Task	Total Cost
1	Collect and Review Background Informatio	\$2,080.00
2	Rev existing land use & development	\$520.00
3	Rev circulation, traffic, transit & i	\$520.00
4	Rev Public facilities & improvements	\$520.00
5	Analysis of market opportunities & co	\$520.00
6	Prepare Base Maps (receive aerials & zon	\$1,570.00
7	Site Reconnaissance & Photography	\$2,100.00
8	Define Central City Problems & Opportuni	\$3,250.00
9	Existing Conditions Analysis Diagram	\$2,520.00
10	Architectural Context Diagram	\$730.00
11	City Staff Meeting & Public Workshop #1	\$2,560.00
12	City Staff Meeting (day)	\$1,140.00
13	Public Workshop (evening)	\$1,520.00
14	Develop Recommended Revitalization Strat	\$7,880.00
15	Downtown Revitalization Strategy	\$1,560.00
16	Cherokee Lane Revitalization Strategy	\$1,560.00
17	Overall Dntn Neighborhood Revitalizti	\$1,560.00
18	Prepare Revitalization strategy diagr	\$3,200.00
19	City Staff / Public Workshops #2 - Centr	\$2,560.00
20	Meeting w/ City Staff (day)	\$1,140.00
21	Public Workshop (evening)	\$1,520.00
22	Modifications/Refinements	\$3,240.00
23	Modify Revitalization Strategy	\$1,440.00
24	Modify Community Design Framework	\$1,800.00
25	Joint City Council / Planning Commission	\$1,560.00
26	Develop Cherokee Lane Design Concept	\$1,015.00
27	Base Maps	\$1,700.00
28	Review City Design Standards	\$260.00
29	Develop Design Concept	\$2,460.00
30	Streetscape Concept	\$1,040.00
31	Gateway Feature Concept	\$1,420.00
32	Prepare design concept sketches	\$6,595.00
33	Typical Plan	\$2,500.00
34	Typical Section	\$1,540.00
35	Gateway Feature (elevation)	\$385.00
36	Perspective Sketch	\$2,170.00
37	City Staff / Public Workshops #3 - Chero	\$2,560.00
38	Meeting w/ City Staff (day)	\$1,140.00
39	Public Workshop (evening)	\$1,520.00
40	Downtown Downtown Catalyst Project	\$9,580.00
41	Additional Base Information	\$1,300.00
42	Develop Design/Plan Concept	\$2,080.00
43	Typical Plan & Section	\$3,940.00
44	Perspective Sketch	\$2,260.00
45	City Staff / Public Workshops #4 - Downt	\$2,560.00
46	Meeting w/ City Staff (day)	\$1,140.00
47	Public Workshop (evening)	\$1,520.00
48	Prepare Construction Cost Estimates	\$3,840.00
49	Coordinate with Financing Strategy Conau	\$520.00

City of Lodi  
 Central City Revitalization Program  
*Project Tasks Task Budgets*

ID	Task	Total Cost
50	Prepare Central City Revit Program Docum	\$9,680.00
51	Draft Text	\$4,600.00
52	Graphics: Photorepro coord & paste-up	\$1,700.00
53	Format Text	\$2,900.00
54	Orchestrate document production	\$480.00
55	City Council Study Session	\$1,800.00
56		
57	Miscellaneous Project Consulting & Admin.	\$6,876.00
58	Miscellaneous Project Costs	\$5,500.00

EXHIBIT B

FREEDMAN TUNG & BOTTOMLEY  
CONSULTANT FEE AND COMPENSATION SCHEDULE

1) BASIC FEES. CONSULTANT fee shall be based on the performance of each of the tasks set forth in EXHIBIT "A", not to exceed the total sum of \$81,131 including PROJECT COSTS as set forth in this Schedule. Billing and payment shall be based on hourly rates and PROJECT COSTS as set forth below.

2) INVOICING. CONSULTANT shall submit monthly invoices for services performed and PROJECT COSTS incurred. Each invoice is due and payable by the CLIENT on presentation and is past due thirty (30) days from invoice date. Any billing disputes shall be brought to the attention of CONSULTANT within fourteen (14) days of billing presentation. If CLIENT fails to timely bring a billing dispute to the attention of CONSULTANT, CLIENT waives the right to dispute the amount billed.

An interest charge of 10% annual percentage rate may be added to overdue accounts. Interest charges will not be added to amounts that were inaccurately calculated by the CONSULTANT. If accounts are unpaid forty-five (45) days from the date of billing, work may be halted at the discretion of CONSULTANT until payments are made current. In addition, the CONSULTANT reserves the right to withhold delivery of work product or extend time limits applicable to the performance of this AGREEMENT in the event of delinquent receivables. The CONSULTANT shall not be held responsible for any damages due to halting work or withholding work product.

3) ADDITIONAL SERVICES. Additional services shall be compensated at CONSULTANT'S hourly rates pursuant to Paragraph Six (6) of this EXHIBIT. CLIENT shall not be obligated to make payments for ADDITIONAL SERVICE pursuant to this AGREEMENT unless such service and the price therefore is set forth in an executed work order or authorized in writing by CLIENT.

4) TERMINATION OF SERVICES. In the event services are terminated, through no fault of CONSULTANT, by either party CLIENT shall compensate the CONSULTANT for all outstanding fees and PROJECT EXPENSES incurred for work completed prior to CONSULTANT'S receipt of notice of termination. CONSULTANT shall also be entitled to recover its costs of preparing documents and files for delivery to CLIENT on the basis of billing rates established in this EXHIBIT. CONSULTANT shall maintain adequate logs, time sheets and records to verify fees and PROJECT COSTS incurred.

5) SUBCONSULTANTS. Fees of subconsultants retained by CONSULTANT shall be paid by CONSULTANT from its basic fee as set forth in Paragraph One (1) of this EXHIBIT.

6) HOURLY RATES. For professional services performed the fee schedule shall be:

Principal-Design, Supervision, Planning	\$130.00 per hour
Principal-Project Development	\$105.00 per hour
Associate-Product Supervision	\$80.00 per hour
Associate-Product Development	\$70.00 per hour
Design Draftsman	\$60.00 per hour

## CONSULTANT FEE AND COMPENSATION SCHEDULE

PAGE 2

Draftsman	\$50.00 per hour
Project Assistant	\$35.00 per hour
Data Base Operator	\$40.00 per hour
Technical Secretary	\$35.00 per hour
Office Assistant	\$20.00 per hour

- 7) **PROJECT COSTS.** In addition to the hourly rate charged, the following shall be charged as PROJECT COSTS:

Document duplication, messenger services, postage and handling, long distance telephone calls, travel expenses for out-of-office services, special equipment charges, desktop publishing, office archives and database, governmental plan and other inspection fees, expenses for renderings, models and mock-ups requested by CLIENT, expenses for additional insurance coverage or limits, including professional liability insurance, requested by the CLIENT in excess of that normally carried by the CONSULTANT, and/or associated with contracts to subconsultants, plus other out-of-pocket expenses reasonably required in performance of services for the Project.

## **CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between the CITY of \_\_\_\_\_, hereinafter called the CITY) and MUNDIE & ASSOCIATES, an economic consulting firm, located in San Francisco, California, hereinafter called CONSULTANT.

### **WITNESSETH**

WHEREAS, the CITY desires to contract for certain professional work to , ...

WHEREAS, the CONSULTANT is willing to perform said professional work and represents to the CITY that it is qualified by training and experience to perform said work,

NOW, THEREFORE, in consideration of the faithful performance of the terms, conditions, promises and covenants set forth herein, the parties hereto agree as follows:

#### **Article 1 - Employment of CONSULTANT**

CITY agrees to and hereby does retain and employ CONSULTANT to perform the professional services set forth herein.

#### **Article 2 - Project Coordination**

- A. The Economic Development Coordinator shall be the representative of the CITY for all purposes under this agreement. The Coordinator is hereby designated as the Project Manager for the CITY.
- B. CONSULTANT shall assign a Project Manager to have overall responsibility for the progress and execution of this agreement for CONSULTANT. There shall be no substitution of personnel without advance written approval of CITY.

#### **Article 3 - Scope of Work and Deliverable Items**

The CONSULTANT shall provide services as set forth in Exhibit "A", attached to and part of this agreement.

#### **Article 4 - Compensation**

- A. CONSULTANT will bill CITY for actual time and material expenses monthly. CONSULTANT's charges shall reflect rates shown in Exhibit "B", attached to and part of this agreement.

B. CITY will pay invoices within 30 days of receipt.

C. Total compensation to the CONSULTANT shall not exceed the amount shown in Exhibit "A" without prior approval of CITY.

#### **Article 5. Schedule**

The CONSULTANT shall make a good faith effort to complete the work proposed according to the following schedule:

#### **Article 6. Meetings**

CONSULTANT will attend and participate in a total of up to three (3) meetings with staff during the course of the work. CONSULTANT will attend additional meetings if requested by CITY and given reasonable advance notice. Any such additional meetings will be charged on a time and expenses basis.

#### **Article 7. Insurance**

- A. CONSULTANT shall be responsible to provide automobile, Workers' Compensation, business liability and such other insurance it desires to protect itself and its employees at its own expense.
- B. CONSULTANT shall defend, indemnify and hold harmless the CITY Council, CITY staff, its Commissions, agents, servants and employees from any death, or injury to any person, or property destruction or damage resulting from CONSULTANT's activities as required by this agreement.
- C. If the provisions of this agreement are expanded or changed by amendment or modification, the provision of this article shall be reviewed to determine whether additional insurance is necessary to protect the CITY.

#### **Article 8. Termination**

Either party to this agreement may terminate this agreement at any time, without cause, upon 10 days' written notice of discontinuance and termination of said agreement given in writing.

The CITY may, at any time, at its discretion, abandon or suspend any portion of the work being done under the terms of the agreement.

In the event of the abandonment or suspension of work for which professional services have been performed under this agreement or in the event of the termination of this agreement, the CONSULTANT shall stop work on the project as soon as work then under way can be brought to

a termination and documented. The CONSULTANT shall accept, as full payment for service rendered and for all work to be done and performed hereunder or done and performed prior to the effective date hereof and in complete satisfaction of any and all claims against said CITY accruing by reason of voluntary abandonment or suspension of work or termination of the contract, the sum determined on an hourly basis in accordance with the provisions of this agreement or any modification or amendment thereto, plus all direct expenses incurred that the CONSULTANT is liable to pay, including those expenses incurred which are directly attributable to the uncompleted portion of the work which could not be canceled. The fee on an hourly charge rate basis shall not exceed the amount of the fee that would have been paid if the work had been completed.

In the event of termination, CONSULTANT shall deliver or otherwise make available to CITY copies of all data, reports, estimates, summaries and other such information and materials as may have been accumulated by CONSULTANT in performing this agreement, whether completed or in process.

Upon termination, pursuant to this Article, CITY may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by CITY for completion by CITY will be completed at CITY's risk and CITY will hold CONSULTANT harmless from all claims and damage arising out of improper use of CONSULTANT's work.

#### **Article 9 - Ownership of Documents**

Notes, studies, charts, computations and other data, together with information obtained from CONSULTANT, shall be made available to the CITY by the CONSULTANT upon CITY's request.

#### **Article 10 - Independent Contractor**

The CONSULTANT is an independent contractor retained by the CITY to perform the work described herein. Personnel employed by the CONSULTANT are not and shall not be deemed to be employees of the CITY. The CONSULTANT shall comply with all State and Federal laws pertaining to employment and compensation of its employees or agents, including the provision of Workers' Compensation. The CITY shall not, under any circumstances, be liable to CONSULTANT or any person or persons acting for it for any death, injury or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.

The CONSULTANT may have access to the public records and public files of CITY agencies which are necessary to the performance of CONSULTANT's obligations under this contract.

#### **Article 11 - Assignment**

CITY is entering into this agreement in consideration of the rendition of the services required herein by CONSULTANT. CONSULTANT shall not assign any of the duties, responsibilities or

obligations of this contract to any other firm, company, entity or individual, except with the express written consent of CITY.

#### **Article 12 - Notices**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:                      Economic Development Department  
221 West Pine Street, P. O. Box 3006      *street address or PO box?*  
Lodi, CA 95241-5634

To CONSULTANT: Mundie & Associates  
3452 Sacramento Street  
San Francisco, CA 94118-1914

#### **Article 13. Interest of CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this agreement. CONSULTANT further covenants that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no employee or subcontractor who has or will have any financial interest under this agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY.

#### **Article 14 - Time of the Essence**

Time is of the essence in the performance of this contract. No waiver by either party hereto of the nonperformance or any breach of any term, provision, condition of this agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.

#### **Article 15 - Binding on Successors**

This agreement is binding on the heirs, successors and assigns of the parties hereto.

#### **Article 16 - Extension**

This agreement may be extended for an additional period of time determined in writing by the parties. In the absence of any modifications or amendment including in the written extension, the terms and conditions of this agreement shall be applied to any extension.

**Article 17 - Amendment**

This agreement may be amended, modified or changed by the parties provided that said amendment, modification or change is in writing and approved by the authorized representative of the parties.

**Article 18- Attorney's Fees**

In the event it becomes necessary for either party to bring a legal suit to enforce any of the provisions of this contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the successful litigant.

IN WITNESS THEREOF, the CITY and CONSULTANT have executed this agreement as of the date first above written.

CONSULTANT

CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

For: Mundie & Associates,  
A California Corporation

For: City of Lodi,  
A Municipal Corporation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY Attorney's Office

C:\RM\cases\K157\contract

3452 Sacramento Street  
San Francisco, CA 94118-1914  
Phone 415-441-9640  
Fax 415-441-9683

December 24, 1993

Ms. Janet Keeter  
Economic Development Coordinator  
City of Lodi  
221 West Pine Street  
Lodi, CA

Dear Ms. Keeter:

At the request of Michael Freedman, of Freedman Tung & Bottomley, we are pleased to submit this proposal to assist the City of Lodi with its Central City Revitalization Program. Mundie & Associates would work in coordination with Freedman Tung & Bottomley (FTB), providing market and financial strategy consulting services to support the formulation of a revitalization strategy.

This letter introduces Mundie & Associates, describes the scope of work we would complete, and suggests a budget for that work. I am enclosing resumes for myself and Roberta Mundie. I am also enclosing, as examples of our previous work, a copy of the market analysis we prepared for the Downtown Arcadia Revitalization Strategy (as subcontractors to FTB) and a copy of the phase I fiscal analysis for the Novato General Plan update. The Novato report is especially relevant because it contains a discussion of funding tools and mechanisms that are available to cities to cover capital and operating costs.

## Introduction to Mundie & Associates

Mundie & Associates (M&A) is a small firm that provides a variety of consulting services related to land use and public policy. About half of our work involves economic analysis, including economic and market studies for general and specific plans, land use and development forecasting, fiscal analysis, financial feasibility analysis for plans and development projects, and financing analyses and strategies. Examples of our recent work in this realm include:

- **Market and fiscal analysis for the Downtown Arcadia Revitalization Strategy.** Working with FTB, we evaluated the market conditions that would contribute to or inhibit the revitalization of this small city downtown that is located in the Los Angeles metropolitan area. Based on our analysis, we recommended actions that the City should take to remove existing obstacles and take maximum advantage of potential opportunities. We worked closely with Michael Freedman to formulate recommendations for land use arrangements. Finally, we prepared a projection of property tax and sales tax revenue impacts of three alternative revitalization schemes, which varied in the amounts and location of new development they envisioned.

Roberta Mundie, President

David Clotte, Vice President

Suzanne Lampert, Vice President

- **Economic and Fiscal Analysis for the Novato General Plan.** Both the economic and fiscal analyses for this general plan update are being completed in two phases. Phase 1 of our economic analysis identified and analyzed the issues that must be addressed by the new general plan, focusing on various aspects of employment growth (desired amount, suitable locations), reducing travel time between home and work, and what to do with downtown. Phase 2 of the economic work described the probable effects of the plan alternatives that had been formulated on the resolution of these issues. Phase 1 of the fiscal analysis identified and described fiscal issues to be addressed by the plan, including the factors that affect Novato's fiscal condition, the consideration of fiscal impacts as part of the planning process, and the aforementioned discussion of the "fiscal tool box". Phase 2 of the fiscal analysis, which is the only element of our work not yet completed, will assess the likely fiscal impacts of the preferred plan alternative and recommend strategies to cover any projected revenue shortfalls. That work includes preparation of a computer-based fiscal model that will be delivered to the City of Novato for their future use.
- **Financial Analysis for the Yuba City Revitalization Plan.** Mundie & Associates estimated the revenues likely to be generated by the proposed plan for redevelopment, and assessed their adequacy to cover the costs of the plan. Based on our analysis, we recommended a revision in the phasing of the plan.
- **Fiscal Analysis for Specific Plans in Antioch.** M&A has contributed two types of fiscal/financial analyses to the planning process for two major annexation areas. The first was an evaluation that focused on the capital costs of bringing infrastructure to these areas, which encompass a total of about 3,500 acres. The second examined the likely operating costs and revenues associated with different types and densities of development, and was intended to provide information that would assist the design firm preparing the Specific Plan for each area to achieve a fiscally beneficial or, at least, neutral combination of land uses.
- **Financing Analysis for the San Diego NCFUA Area Plan.** San Diego's North City Future Urban Area contains approximately 12,000 acres of land, much of which is environmentally sensitive. M&A participated on a team of consultants that prepared a framework plan for the area. Our work involved compiling estimates of the capital costs of providing infrastructure, analyzing the impact of those costs on the price of housing, and recommending financing strategies that would structure the price impact so that some affordable housing could be provided in the area.
- **Sacramento Central City Housing Strategy.** Mundie & Associates led a team of consultants (including FTB) in formulating a strategy to preserve existing housing, promote the production of new housing and enhance the residential characteristics of central city neighborhoods. In addition to coordinating the work of the consulting team and preparation of the final products, our work on this project included market analysis to assess the potential demand for housing in the central city, real estate analysis to determine the feasibility of housing production, and identification of financing strategies to pay for the planning and redevelopment actions we recommended. The strategy

was adopted unanimously by the Sacramento City Council, and received an award from the Sacramento Valley Chapter of APA for Planning Implementation.

- **Redevelopment Implementation Strategy for Richards Boulevard (Sacramento).** M&A also led a team of consultants in the formulation of a redevelopment strategy for this older industrial area located immediately north of downtown Sacramento, between the B Street railroad levy and the Sacramento River. M&A completed market and financial analysis, and synthesized the urban design, transportation and infrastructure engineering information provided by other team members, into a coherent plan for revitalization. Based on our recommendations, the Sacramento Housing and Redevelopment Agency subsequently engaged an urban design firm to prepare a specific plan for the area.

I mentioned at the beginning of this section that about half of our work is in economic and fiscal analysis and related fields. The remainder of our work centers on environmental impact analysis. M&A serves as prime contractor for EIRs in which land use, public services, growth induction, cumulative impacts and other socioeconomic topics are important issues; we also contribute these types of analyses to EIRs in which other consultants take the lead. For example, we were the prime consultants for EIRs on the San Jose Downtown Plan and Berkeley Downtown Plan as well as the Antioch Infrastructure Study; we are currently contributing an analysis of economic and growth inducing impacts to an EIR/EIS on alternatives for the replacement of transportation facilities in downtown San Francisco that were demolished after the 1989 Loma Prieta earthquake.

## Scope of Work

Following my conversation with you about the potential benefits of the Community Center to downtown businesses, Michael Freedman described to me the general issues that the City of Lodi is facing in its effort to revitalize downtown and Cherokee Lane. The scope of work presented here is based on my understanding of those issues.

Mundie & Associates is prepared to undertake a two-faceted scope of work for your revitalization strategy. The first, and smaller, facet, is ad hoc consulting on market issues. The second, larger facet is the formulation of a financing strategy for the revitalization program.

### Market Analysis

We would spend one day in Lodi, meeting with you and touring the city to gain a better understanding of how the city's business patterns and market economics work. We would then be available for conversations with Michael or you (or both) during the plan formulation process, and for any small investigative or analytic tasks that are needed to illuminate specific issues that may arise. These tasks could include, for example, contacting specific retailers to discuss their site selection criteria, or conducting informal telephone interviews with downtown and Cherokee Lane business people to discuss economic/market factors that affect their viability.

### **Financing Strategy**

Michael has already mentioned to me his questions about whether it make sense to form a redevelopment project area in the current legal and financial environment, and about whether some of the sales tax revenues anticipated from your new big box retailers outside of downtown could be used to finance any improvements that are recommended for downtown and Cherokee Lane. We would examine these questions, and prepare a recommended strategy, based on the following course of work:

#### **Task 1: Meet with the Finance Director to Discuss Fiscal and Financing Issues**

During our reconnaissance trip to Lodi, we will also ask to meet with the Finance Director. The purpose of this meeting will be to discuss the city's current financial condition, sources of funds that may be available to finance capital improvements, the expected impacts of a redevelopment project (should such an arrangement be deemed appropriate) on the City's general fund, expected revenues from big box retailers such as Walmart, and similar topics that will illuminate our understanding of Lodi's financial condition.

#### **Task 2: Examine the Parameters of Redevelopment in the 1990s**

We will review summaries of recent legislation affecting redevelopment financing, and contact knowledgeable sources to supplement the information available in published sources. We may wish to contact your city attorney during this process. We will direct this examination toward answering the question of whether the City of Lodi would benefit from the formation of a Redevelopment Agency and adoption of a redevelopment project area given the current regulations governing revenue collection and distribution by such an agency.

#### **Task 3: Prepare Cost and Revenue Projections**

Depending on the results of Task 2, we may consider it desirable to prepare cost and revenue projections for a possible redevelopment project. We would undertake this task if it appears that Lodi could gain more revenue than simply its own share of whatever property tax increment could be created as a result of new investment if a redevelopment project is implemented. If we do undertake this task, we will ask you to collect information about assessed values and sales tax receipts in the project area.

#### **Task 4: Meet to Discuss Financing Options**

Upon completion of the Redevelopment Agency and project feasibility analysis (Tasks 2 and 3), we will meet with you to discuss our results as well as the potential benefit from a variety of other revitalization financing options. We recognize that even if pursuing the Redevelopment Agency and project option appears to be economically and financially feasible, the City may decide not to proceed along those lines for any of a number of other reasons. This meeting is intended to review all options, including redevelopment, that may provide assistance for the revitalization program.

We recognize that all sources of municipal revenue are severely strapped during the current recession and as a result of restrictions associated with Articles 13A and 13B of the California Constitution. We will prepare for this meeting by comparing the estimate of costs compiled in Task 3 to estimates of revenue that could potentially become available from all sources we can identify (that we consider rea-

sonably achievable). The purpose of this meeting will be twofold: first, to inform you about our progress and tentative recommendations for financing approaches; second, to obtain your perspectives about the real potential for implementing some of our ideas.

#### **Task 5: Draft a Financing Strategy**

Based on our investigation and the discussion in the Task 4 meeting, we will draft a financing strategy for the revitalization program. This strategy will identify actions to be taken and the party(ies) responsible for those actions, the estimated revenues that they will generate, the relative priority of the action and the time frame for action (short term vs. long term). We will submit this draft strategy for your review.

#### **Task 6: Finalize the Financing Strategy**

We will revise the draft strategy to respond to City questions and comments. We will deliver copies of the final strategy to you and/or FTB (for inclusion in their final report), as appropriate.

### **Staff**

Suzanne Lampert, senior associate, would be in charge of this work for Mundie & Associates. Ms. Lampert is a planner with over 20 years of experience. She has been based in the Bay Area since 1976, and has been with Mundie & Associates since 1987. She has worked with FTB in Arcadia, Yuba City, San Jose, Mountain View and Sacramento, and was primarily responsible for M&A's work on most of the projects described earlier in this proposal. Ms. Lampert is in charge of most economic, fiscal and financing studies for Mundie & Associates.

Roberta Mundie, principal, would be available for consultation and review of M&A's ongoing work on this study. Ms. Mundie has over 20 years of experience as a planner in the Bay Area. She was responsible for M&A's work on the Los Altos and Petaluma General Plans and the Clayton Town Center Plan. A planner by training, she is particularly adept in recognizing local opportunities and limitations within the overall economic context of which a city is a part, and in guiding planning decisions relating to economics in productive directions.

### **Budget**

Our charges are based on the actual time devoted to your project by our staff, billed at standard hourly rates. These rates are subject to revision at the beginning of each calendar year. Rates for 1994 are:

Roberta Mundie, principal	\$125 per hour
Suzanne Lampert, senior associate	\$120 per hour

Miscellaneous charges for expenses, such as for subsistence and incidental travel costs, publications, express delivery and printing, are invoiced at their cost to us. Other expenses are charged according to the following schedule: travel in staff-owned vehicles, 28¢ per mile; in-house photocopying, 25¢ per

Janet Keeter  
December 24, 1993  
Page 6

page; FAX communications, 25¢ per page plus phone charges; service area (415, 510, 408, 707) telephone charges (including fax line), billed charges per call multiplied by 1.5 for all itemized calls.

For the scope of work outlined above, we ask that you allocate a budget not to exceed \$18,000. This budget would cover both professional time and expenses. It would be allocated \$3,000 for the economic work and \$15,000 for the financing strategy. Please note that this budget does not cover any work that would be required to establish a Redevelopment Agency and redevelopment project area (that is, to implement the redevelopment strategy option).

Any work in addition to the scope outlined above – e.g., attendance at public workshops or meetings, or additional meetings with staff – would be charged on a time-and-expense basis.

## Schedule

We are prepared to conform to the schedule outlined by FTB in their proposal to you of December 16.

## Additional Information

I look forward to meeting you in person and to working with you on this most interesting project. If you have any questions about our firm or our proposed scope of work, please do not hesitate to call us. I will be in the office December 27 through 30 (and perhaps December 31), but will be away January 3 through 7. I will return on January 10. If you would like to talk with someone during my absence, feel free to contact Roberta Mundie.

Very truly yours,

  
Suzanne Lampert  
Vice President

Enclosures

## SUZANNE LAMPERT

### VICE PRESIDENT

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#### EDUCATION

University of California, Berkeley,  
AB, urban studies, 1971

Woodrow Wilson School of Public and  
International Affairs, Princeton University,  
MPAUP (Public Affairs and Urban  
Planning), 1975

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#### PUBLICATIONS

"Scoping Meetings: Get the Public Involved with  
Your Projects", *California Planner*, July 1990.

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#### AWARDS

Sacramento Valley Chapter APA, 1991 Award for  
Outstanding Planning: Planning Implementation  
(for Sacramento Central City Housing Strategy)

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#### EXPERIENCE

Ms. Lampert has been a key staff member at Mundie & Associates since 1987. She has prepared economic background reports, market studies, real estate feasibility analyses and fiscal impact studies for a variety of projects and plans, ranging in scale from single buildings to general plans. With both the broad perspective of the planner and the specific focus of the real estate analyst, she is able to consider a diverse range of concerns, from policy goals to current market constraints, in the course of her work.

Ms. Lampert's work has contributed to general and specific plans, redevelopment/revitalization plans and strategies, land use and development forecasts and the evaluation of private development projects. She has also prepared or contributed to the preparation of environmental impact reports.

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#### PROJECTS

**Economic Forecasting for San Francisco** > projections of employment growth and real estate development with and without availability of land vacated when the Embarcadero Freeway and nearby freeway on/off ramps were demolished following the 1989 Loma Prieta earthquake.

**Downtown Revitalization Strategy** > economic elements of a strategy for the redevelopment of downtown Arcadia, based on market analysis of downtown and the surrounding area. Close work with the urban design team assured that the economic component would be integrated into the overall revitalization program.

**Economic and Fiscal Analyses for a General Plan** > identification and analysis of the economic and fiscal issues that must be addressed as the City of Novato updates its General Plan; economic evaluation of and strategy for Plan alternatives; fiscal impact analysis of the preferred plan.

**Land Development Forecasts** > analysis of recent trends, existing conditions and future prospects to project the amount of development in various areas of northern California, including southern San Mateo County, northern San Mateo County/San Francisco, north San Jose/Milpitas, and Fremont. Projections were prepared for a major utility company, to assist in facilities planning.

**Financial Analysis for San Diego North City Future Urban Area** > examination of the costs of providing infrastructure to a 12,000 acre area and the impacts of those costs on prospective homeowners. Work included recommendations for a financing strategy to allocate costs equitably.

**Economic Analysis for Neighborhood Business District Revitalization in San Jose** > assessment of existing economic conditions and conditions that would affect future change in the Alameda and West San Carlos study areas. Recommendations for land use strategies and other actions that would capitalize on the areas' strengths.

**Fiscal Analysis of Plans and Annexation Proposals** > public service cost and revenue impacts of general plan alternatives for Menlo Park and San Luis Obispo (CA); general plan and annexation alternatives for Antioch (CA); alternative downtown plans for Seattle (WA); annexation alternatives for Dublin (CA).

# ROBERTA MUNDIE

## PRINCIPAL

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### EDUCATION

Radcliffe College/Harvard University,  
AB *cum laude*, 1966

Harvard University, MCP (Master of  
City Planning), 1970

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### PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP)  
The Urban Land Institute  
American Planning Association (APA)  
Association of Environmental Professionals (AEP)

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### AWARDS

California Chapter APA, 1986 Award for  
Comprehensive Planning  
(for City of Petaluma General Plan)

AEP Certificate of Recognition for Outstanding  
Environmental Document of 1983  
(for McLaughlin Gold Project EIR/EIS)

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### EXPERIENCE

Ms. Mundie founded Mundie & Associates in 1981 following nine years as senior staff of a San Francisco socio-economic research firm. Her M&A work has included a broad mix of land development related studies, from general plan work to environmental impact reports to focused market, economic and fiscal analyses.

Head of Mundie & Associates from its establishment, Ms. Mundie brings to her work a clarity in organization, and in written and spoken presentation, that contributes significantly to the quality of M&A's work products. Among her special interests are the interrelationship of land use and transportation, resources planning and use of the CEQA process in public decisionmaking.

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### PROJECTS

**Gateway Fiscal Impact Evaluation** > consultant to City of Orinda staff in contributing to, and commenting on, a fiscal analysis of the 1,150-acre Gateway project.

**Los Altos General Plan** > report to General Plan Economic Advisory Committee on economic trends in Los Altos in comparison with neighboring cities, identifying implications for community's fiscal future.

**Fiscal Analysis of Annexation Proposal** > for California Attorney General's office, analysis of the fiscal consequences of annexation of Cullinan Ranch project to the City of Vallejo. Analysis reached conclusions counter to those of City-sponsored study, and annexation did not proceed.

**Fiscal Analysis of Residential Development Options** > evaluation of potential fiscal consequences of alternative development patterns (representing three flood plain management scenarios) of Laguna Creek area, City of Sacramento.

**Fiscal Analysis of Research & Development Facility** > analysis of selected agency costs and revenues associated with the development of a 108-acre, 2,000 employee research facility on campus land at the University of California, Santa Cruz.

**General Plan Amendment Fiscal Analysis** > forecast for an EIR of fiscal impacts associated with an amendment to the Contra Costa County General Plan to allow a 400-acre mixed commercial and residential project in the San Ramon area.

**Market Study for Village Center** > identification of types and scales of land uses appropriate to expansion of village center in Clayton, in a context of limited municipal fiscal resources.

**Fiscal Analysis of Major Development Area** > forecast of fiscal implications of development of Folsom East, an undeveloped area accounting for one-fourth of the land in the City of Folsom.

**Economic Element of General Plan** > research, consultation to economic issues committee, and preparation of economic element of award-winning plan for Petaluma.

**Fiscal and Financial Analysis for Specific Plan** > evaluation of the fiscal effects associated with a proposed 3,700-acre upscale residential development in the foothills of Union City and Fremont. Assisted in application of M&A-developed fiscal impact model to forecast costs and revenues.

3432 Sacramento Street  
San Francisco, CA 94118-1994  
Phone 415-441-9640  
Fax 415-441-0683

**MUNDIE AND ASSOCIATES****F E E S C H E D U L E****Hourly billing rates for professional services:**

	<u>1993</u>	<u>1994</u>
Principal	\$125.00	\$125.00
Senior Associate	\$105.00 - 115.00	\$115.00 - 120.00
Associate	\$90.00 - 100.00	\$90.00 - 110.00
Research Assistant	\$70.00 - 90.00	\$70.00 - 90.00

Billing rates are subject to revision at the beginning of each calendar year.

Rates for litigation-related services involving depositions and courtroom appearances are 1.5 times normal rates, subject to a minimum charge of one-half day.

In addition to the hourly rate charged, miscellaneous charges for expenses, such as for travel and incidental subsistence costs, publications, express delivery charges and printing, are invoiced at their cost to us.

Other expenses are charged according to the following schedule: travel in staff-owned vehicles, 28¢ per mile (or as may be established by the IRS for the current calendar year); in-house photocopying, 25¢ per page; fax receipts and transmittals, 25¢ per page; telephone charges (including fax line), billed charge per call multiplied by 1.5 for all itemized calls.

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Roberto Mundie, President

David Clore, Vice President

Suzanne Langner, Vice President



February 16, 1994

Lodi City Councilmembers  
City of Lodi  
P.O. Box 3006  
Lodi Ca. 95240

Dear Councilmembers:


On behalf of the more than 60 members of the Lodi Downtown Business Association I would like to enthusiastically submit our support for the Downtown Revitalization Program.

LDBA resolves the following:

We hereby express our full and complete support for the hiring of the firm of Freedman Tung and Bottomley. LDBA believes that this project represents the dawn of the rebirth of Lodi. LDBA stands committed to work hard as partners with the City of Lodi toward our common goal of a Completely Revitalized Downtown Lodi.

Janet Keeter and Michael Freedman working side by side with the LDBA is the right combination of talent, charisma, and energy to see this project through to the finish. Zero vacancy and a vibrant downtown business district is a goal of which we are all in pursuit. The time is now to make the commitment our city so richly deserves. The cost of this project will surely pale in comparison to the cost of doing nothing at all.

Sincerely,

  
Ken Cantrell  
LDBA President